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**Recording Requested By:**

**When Recorded Mail To:**  
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401 West A Street, Suite 2250  
San Diego, CA 92101

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**FIRST AMENDMENT TO  
SECOND AMENDED AND RESTATED GROUND LEASE  
(Mariner’s Cove)**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED GROUND LEASE (“First Amendment”) is dated as of the \_\_\_ day of July, 2025, by Lincoln Mariners Associates Limited, a California limited partnership (“Lessee”), and the Housing Authority of the City of San Diego (“Lessor”).

**RECITALS**

A. The Lessor and Lessee are all of the parties to that certain Second Amended and Restated Ground Lease (Mariner’s Cove) (“Ground Lease”) recorded in the Office of the Recorder of the County of San Diego, State of California on November 4, 2015, as Document Number 2015-0576433. All terms not defined herein shall have the meanings set forth in the Ground Lease.

B. Lessee and Lessor desire to amend the Ground Lease as set forth in this First Amendment.

NOW, THEREFORE, in furtherance of the recitals stated above, the mutual covenants set forth below, Lessee and Lessor hereby amend the Ground Lease, and agree, promise and declare as follows:

1. Restatement of Recital C. Recital C to the Ground Lease is hereby amended and restated in its entirety to provide as follows:

C. Lessee has agreed to expend not less than Twenty-Five Million Dollars (\$25,000,000.00) on the Minimum Capital Improvements pursuant to Section 2(b) (of which \$4,100,000.00 has been expended), and Lessee has further agreed to and shall complete the construction of the same on or before three (3) years from the date of recordation of the First Amendment. Lessee shall provide quarterly construction updates to Lessor regarding expenditures and progress on the

Minimum Capital Improvements. At the lessor's request, the lessee will provide contracts, invoices, and receipts.

2. Amendment of Section 2(b). The first sentence of Section 2(b) of the Ground Lease is hereby amended and restated to provide as set forth below. The remainder of Section 2(b) shall remain as-is and is not otherwise revised by this First Amendment.

(b) On or before three (3) years from the date of recordation of the First Amendment, Lessee shall make capital improvements to the Property which shall include roofs, siding, infrastructure, landscaping, community room, common area, and/or interiors, as reasonably approved by Lessor ("**Minimum Capital Improvements**"), Approximately 50% of the dwelling units at the Property shall be renovated and the percentage of renovated interiors shall be proportional to the percentage of affordable, moderate and market rate units at the property; provided, however, Lessee's obligation to perform the Minimum Capital Improvements as described in this Section 2(b) is subject to Section 6(b)(2). Lessee shall comply with all applicable local, State and Federal laws with respect to the permanent or temporary relocation, as applicable, of tenants of units to be renovated. No tenant legally residing at the Property shall be evicted or induced to vacate the Property until Lessee has complied with all applicable local, State and Federal relocation laws. Lessee shall, at Lessee's expense, provide an on-site relocation specialist to support all tenants of units to be renovated. All relocation expenses, including but not limited to lost income from guest suites located on the property to accommodate temporary relocation, moving expenses, and cost for the relocation specialist will accrue to the Minimum Capital Improvements. The Lessor shall have the right to review all related documentation, contracts, and confirm that these costs are appropriate and accrue to the Minimum Capital Improvements.

3. Restatement of Section 6(b)(2). Section 6(b)(2) is hereby amended and restated to provide as set forth below.

(2) In the event that a Low Income Housing Tax Credit Developer ("**LIHTC Developer**") is the proposed assignee, buyer or transferee, and in the event that Lessor approves of such buyer, transferee or assignee pursuant to Section 6(b)(1) Lessor agrees to cooperate with the approved LIHTC Developer in its submissions to TCAC and/or CDLAC, if any; provided, however, in no event shall the amount of improvements be less than the \$25,000,000 referenced within Section 2(b), hereof and in no event shall the improvements be completed later than three (3) years from the date of recordation of the First Amendment (unless Lessor approves a different proposed time frame); and, provided further, that in no event shall this offer to cooperate be construed as any obligation of Lessor to approve financing or any financial assistance to the project and/or the LIHTC Developer. In addition to the foregoing in this Section 6(b)(2), if this Lease is assigned to a LIHTC Developer, and if any terms, conditions or provisions of this Lease conflict with or are inconsistent with the rules of the tax credit program of the LIHTC Developer, then, anything in the Lease to the contrary notwithstanding: (a) such terms,

conditions or provisions of this Lease that conflict with or are inconsistent with the rules of the tax credit program shall be subordinate to the rules of the tax credit program; and (b) the rules of the tax credit program shall govern and control over such terms, conditions or provisions of this Lease.

4. No Novation. This First Amendment is made with respect to the Ground Lease only; nothing contained herein or in any of the documents executed in conjunction herewith, shall be deemed an amendment, novation, waiver, exoneration, revision or restatement of any other contract, instrument, deed of trust or agreement between Lessee and the Lessor, or any portions thereof, and the same shall remain in full force and effect, notwithstanding the execution and recordation hereof.

5. General Provisions.

(a) Counterparts. This First Amendment may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same agreement. The parties agree that each such counterpart is an original and shall be binding upon all the parties, even though all of the parties are not signatories to the same counterpart.

(b) Conflicts. In the event of any conflict between the Ground Lease or any document executed in conjunction therewith and this First Amendment, this First Amendment shall control.

(c) Recitals Incorporated. The Recitals to this First Amendment are hereby incorporated in this First Amendment by this reference.

(d) Severability. If any provision of this First Amendment is deemed to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be severed from the rest of this First Amendment and the remaining provisions shall continue in full force and effect.

(e) Signature Authority. All individuals signing this First Amendment for a party which is a corporation, partnership, limited liability company or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the other parties hereto that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

**LESSEE:**

Lincoln Mariners Associates Limited, a California limited partnership

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

**LESSOR:**

Housing Authority of the City of San Diego

By: San Diego Housing Commission  
Its: Administrative Agent

By: \_\_\_\_\_  
Lisa Jones, President & CEO

APPROVED AS TO FORM:  
Christensen & Spath LLP

By: \_\_\_\_\_  
Walter F. Spath III, General Counsel  
San Diego Housing Commission

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California    )  
  )  
County of San Diego    )

On \_\_\_\_\_, 2025, before me, \_\_\_\_\_, notary public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature\_\_\_\_\_

(Seal)

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WITNESS my hand and official seal.

Signature\_\_\_\_\_ (Seal)